


SALE OF GOVERNMENT PROPERTY
AMENDMENT OF INVITATION FOR BIDS/MODIFICATION OF CONTRACT

1. AMENDMENT TO INVITATION FOR BIDS NO.: 9		2. EFFECTIVE DATE 06/11/08	
3. ISSUED BY DEFENSE REUTILIZATION AND MARKETING SERVICE INTERNATIONAL SALES OFFICE, ATTN:DRMS-J-362 74 N WASHINGTON STREET BATTLE CREEK MI 49017-3092		NAME AND ADDRESS WHERE BIDS ARE RECEIVED DEFENSE REUTILIZATION AND MARKETING SERVICE INTERNATIONAL SALES OFFICE, ATTN:DRMS-J-362 74 N WASHINGTON STREET BATTLE CREEK MI 49017-3092	
<input checked="" type="checkbox"/> AMENDMENT OF INVITATION FOR BIDS NO. (See Item 6) 08-0001	DATED 02/08	<input type="checkbox"/> MODIFICATION OF CONTRACT NO. (See Item 8)	DATE
6. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF INVITATIONS FOR BIDS The above numbered invitation for bids is amended as set forth in Item 9. Bidders must acknowledge receipt of this amendment unless indicated otherwise in Item 11 prior to the hour and date specified in the invitation for bids, or as amended, by one of the following methods: (a) By signing and returning _____ copies of this amendment; (b) By acknowledging receipt of this amendment on each copy of the bid submitted; or (c) By separate letter or telegram which includes a reference to the invitation for bids and amendment number. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR BID. If by virtue of this amendment you desire to change a bid already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the invitation for bids and this amendment, and is received prior to the opening hour and date specified.			
7. ACCOUNTING AND APPROPRIATION DATA (If required)			
8. THIS APPLIES ONLY TO MODIFICATION OF CONTRACTS This Supplemental Agreement is entered into pursuant to authority of			
9. DESCRIPTION OF AMENDMENT/MODIFICATION (Except as provided below all terms and conditions of the document referenced in Item 5 remain in full force and effect) DRMS is amending Invitation For Bid (IFB) Number 08-0001 with the following changes:			
THE HOUR AND DATE FOR RECEIPT OF BIDS <input checked="" type="checkbox"/> IS NOT EXTENDED, <input type="checkbox"/> IS EXTENDED UNTIL _____ O'CLOCK (LOCAL TIME) DATE			
10. BIDDER/PURCHASER NAME AND ADDRESS (Include ZIP Code)		11. <input checked="" type="checkbox"/> BIDDER IS NOT REQUIRED TO SIGN THIS DOCUMENT <input type="checkbox"/> PURCHASE IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ORIGINAL AND <u>0</u> COPIES TO THE ISSUING OFFICE	
12. SIGNATURE FOR BIDDER/PURCHASER BY (SIGNATURE OF PERSON AUTHORIZED TO SIGN)		15. UNITED STATES OF AMERICA BY  (SIGNATURE OF CONTRACTING OFFICER)	
13. NAME & TITLE OF SIGNER (Type or print)	14. DATE SIGNED	16. NAME OF CONTRACTING OFFICER (Type or print) NEIL A. WATTERS	17. DATE SIGNED 6/11/08

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The DRMS response to Question 374 of the Questions and Answers (1 thru 377 to include all updates/follow-ons/clarifications) that were incorporated into Invitation For Bid 08-0001 via Amendment 6 (dated 5/28/08) is changed as follows:

Q374 - Can questions regarding the IFB be submitted and addressed by DRMS after the RFTP due date?

A374 – Yes.

Revised A374 – No further questions/updates/follow-ups/clarifications will be accepted or provided by DRMS with regard to this IFB.

The following questions and answers have been posted to the DRMS website and are incorporated into this IFB:

Q378 - Request Clarification Statement regarding Q278. Question 278 and the agency's answer stated:

Q278 – Has the CV2 Contractor resold property directly to 3rd parties without the property being made available for sale via online auction?

A278 - Yes, rarely.

A378 - During FY07, the CV2 Sales Contractor sold approximately 45% of the property (by acquisition value) using a sealed bid method and 55% using an online auction method. Whether by online auction or sealed bid, all property sales were advertised and marketed on the Contractor's website as well as traditional offline marketing techniques (newspaper, industry publications, and direct mail).

Q379 - The IFB assesses a penalty of 50% of acquisition value for any item that DRMS has identified as not eligible for sale (Controlled Property), "yet DRMS finds it for sale on the Contractor's website." Given the fact that the portion of the acquisition value delivered under CV2 sold under sealed bids is not visible on website and that these items have a much lower sales value relative to their original acquisition value, shouldn't the penalty be lower for these low value items as the 50% penalty will be more disproportionate to their resale value?

A379 – The penalty for advertising or selling controlled property is 50% of the property's acquisition value, regardless of the market value of the property. All property must be advertised on the eFAS website regardless of the sales method, sealed bid or auction. (see question and response 124)

DRMS has issued a solicitation for a contractor to manage the Controlled Property Center (CPC) function currently handled by the CV2 sales contractor. We have the following related questions:

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Q380 - How are the responsibilities between the control property center (CPC) small business contractor and the new useable sales contractor going to be clearly delineated? Will the sales contractor be indemnified for the CPC small business contractor's mistakes for referring property to the sales contractor that is later determined to be Controlled Property?

A380 – Contractor responsibilities are set forth in the respective invitation and solicitation. All property will be referred by DRMS after DRMS determines the property is appropriate and safe to sell. DRMS will not indemnify the Contractor for any improper property referrals by DRMS. The agency is relying on the expertise of the Contractor to assist in the identification of any such oversights.

Q380A - Given that the control property center (CPC) small business contractor has no penalty and, perhaps savings, from recommending the destruction of saleable property, versus processing and referring items to the sales channel, what is the incentive for this small business contractor not to recommend the destruction of all, or the vast majority of, property received at the controlled property centers including valuable saleable items?

A380A – Question is irrelevant to this sales invitation and should be directed to the Contracting Officer responsible for the CPC Solicitation SP4410-08-R-0001.

Q380B - Will the sales contractor have the ability to challenge the improper scrapping out of property at the CPC's? If so, how will this process work?

A380B – The sales contractor will not have the ability to challenge the scrapping of property under this sales invitation.

Q380C - It would appear that the CPC small business contractor has the discretion to scrap F, G and H property. Given that historically approximately 70% of the acquisition value of property referred under the surplus contract is in F, G, and H condition, this would appear to be a significant new risk factor which could reduce sales under the surplus contract. What safeguards would prevent a large increase in the scrapping of this property by the new CPC small business contractor?

Q380C – Question is irrelevant to this sales invitation and should be directed to the Contracting Officer responsible for the CPC Solicitation SP4410-08-R-0001.

////////NOTHING FOLLOWS////////